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ATTORNEYS AT LAW  
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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

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November 13, 1995

RECORDATION NO. 9237-L FILED 1025

NOV 13 1995 - 1 05 PM

INTERSTATE COMMERCE COMMISSION

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Letter Agreement, dated October 23, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Lease of Railroad Equipment, dated as of November 15, 1977, which was filed with the Commission under Recordation Number 9237-B.

The names and addresses of the parties to the enclosed document are:

Lessor: Pitney Bowes Credit Corporation  
201 Merritt Seven  
Norwalk, Connecticut 06856-5151

Lessee: CSX Transportation, Inc.  
550 Water Street, 13th Floor J430  
Jacksonville, Florida 32202

A description of the railroad equipment covered by the enclosed document is identified in the Lease as originally filed herein.

Counter parts - 9237-L

RECEIVED  
OFFICE OF THE  
SECRETARY  
NOV 13 1 03 PM '95  
LICENSING BRANCH



Interstate Commerce Commission  
Washington, D.C. 20423-0001

11/13/95

Office Of The Secretary

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth St., NW., Ste. 200  
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/13/95 at 1:05PM, and assigned recordation number(s). 9237-L.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

(0100850041)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



Pitney Bowes Credit Corporation

October 23, 1995

9237-L

1995 OCT 24 PM

Mr. John W. Basso  
Vice President of Purchasing and Materials  
CSX Transportation, Inc.  
550 Water Street 13th Floor J430  
Jacksonville, FL 32202

RE: Lease of Railroad Equipment dated as of November 15, 1977 (the "Lease") between Pitney Bowes Credit Corporation ("PBCC") as Lessor by assignment from Residual Based Financing Corporation and CSX Transportation, Inc. ("CSX") successor by merger to the Louisville and Nashville Railroad Company; PBCC Account Billing Number 1801083-751

Dear Mr. Basso:

This Month-to-Month Renewal Letter Agreement will confirm our agreement to renew the Lease on a month-to-month basis. Nine (9) locomotives were placed in service on October 17, 1995, the other five (5) on October 18, 1995. Either party may terminate this month-to-month renewal upon thirty days prior written notice to the other. THIS RENEWAL AGREEMENT IS SUBJECT TO YOUR COMPLETION OF ALL OBLIGATIONS OF THE ORIGINAL AND RENEWAL LEASE TERMS.

The new rental is \$73,500.00 per month, or \$175.00 per locomotive per day, payable monthly in arrears. The first invoice, due and payable on November 18, 1995 is enclosed. All other Lease terms and conditions will remain in full force and effect, including, but not limited to, your obligation to insure the lease equipment.

~~Under Lease Section 15, the Lessee is responsible for all filing and recording fees with the Interstate Commerce Commission. CSX, at its own expense, shall record this Month-to-Month Letter Agreement promptly after its execution by both parties hereto.~~

Please sign below to indicate your acceptance of all of the above terms. This letter shall be executed in three counterparts. Each party shall retain a fully executed counterpart and one counterpart shall be filed with the Interstate Commerce Commission.

Sincerely,

*Lynne A. Coll*

Lynne A. Coll

Supervisor, Remarketing Documentation and Administration

ACKNOWLEDGED AND ACCEPTED:  
CSX TRANSPORTATION, INC.

By: *John W. Bane*

Title: VP Supply and Services Management

Date: October 25, 1995

I hereby certify that this is a true, correct and complete copy of this document.

~~Sworn to and Subscribed before me this~~

10 day of Nov 1995

AIDA VELAZQUEZ  
NOTARY PUBLIC

MY COMMISSION EXPIRES OCT. 31, 1999

*Aida Velazquez*